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BROWN AND OTHERS v. BEDFORD CITY LAND AND IMPROVEMENT COMPANY AND OTHERS.—Appeal from a decree of the Circuit Court of Bedford County. *Keith, P.*

Multifariousness. In this case it was held that where corporate directors have committed a breach of trust, either by their fraud, negligence, *ultra vires* acts or otherwise, for which they are liable, and the corporation is either unable or unwilling from any cause to institute a suit to redress the wrong, one or more stockholders suing on behalf of themselves and other stockholders similarly situated, may institute a suit in equity to hold the offending officials liable, but that such a suit is, nevertheless, the suit of the corporation and inures to its benefit. It is further held that creditors of the company cannot be united with such stockholders as complainants in the same suit, the rights and interests of the two classes of parties being wholly antagonistic, and if so united the bill will be demurrable for multifariousness. It is further held that a bill which charges various acts of maladministration against the officers of the company, some of which are chargeable to individual officers, some to different groups, and some to the president and directors as a whole, presents a combination of causes of action so hopelessly diverse as to be incapable of adjustment in the same suit. It is further held that stockholders cannot come into a court of equity and seek to rescind their contracts of subscription, on the ground that they were fraudulently obtained, and in the same suit complain of acts of malfeasance and misfeasance of the corporate directors in the management of the corporate property. The court distinguishes this case from the case of *Bosher v. Richmond and Harrisonburg Land Company*, 89 Va. 455.

BLANTON v. THE COMMONWEALTH.—Appeal from a decree of the Circuit Court of the City of Richmond. *Keith, P.*

Treasurers' Bonds. In this case it is declared that county courts are charged with the duty of superintending the execution of official bonds of county treasurers, and their approval is necessary to the execution and delivery of such bonds, and to make them obligatory, and that this approval must appear of record. And where the record shows that the court has designated and approved certain persons as sureties on the official bond of a county treasurer, no alteration can be made by leaving off a name or substituting another therefor. The bond must conform to the judgment of approval. And where the record of approval shows that eight designated persons have been accepted as sureties, and the bond offered in evidence contains the names of these eight sureties, but is signed by only seven, there is a fatal variance between the record of the bond accepted by the court and the bond in suit. An exceedingly interesting and important point was also discussed in this case, but the court deemed it unnecessary to pass upon it. It was, can the plea of *non est factum* be pleaded to an action on an official bond taken and approved by a court of record, where no fraud is alleged? The court further announces that any variation in the agreement to which sureties have subscribed, which was made without their knowledge or consent, and which may prejudice them or which might amount to the substitution of a new agreement for the one subscribed, will discharge the sureties.